

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

William Engle	§	
	§	
<i>Plaintiff</i>	§	
	§	
v.	§	CIVIL NO.: 4:22-cv-634
	§	
	§	
The Guardian Life Insurance Company of America	§	
	§	
<i>Defendant</i>	§	

ORIGINAL COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

NOW COMES William Engle, Plaintiff herein, complaining of The Guardian Life Insurance Company of America, Defendant, and for cause of action would show:

1. Plaintiff was a resident of Plano Texas at the time this cause of action accrued.

Plaintiff is both a citizen and resident of the state of Texas.
2. Defendant, The Guardian Life Insurance Company of America, (hereinafter referred to as ("Guardian")) is an insurance company formed under the laws of New York, that is authorized to conduct business as an insurance company in the State of Texas. Guardian may be served with citation herein by serving its registered agent, Corporation Service Company, 211 E. 7th Street, Suite 620, Austin,

Texas 78701.

3. This court has original jurisdiction of this case under 28 U.S.C. § 1131, as well as 29 U.S.C. § 1132(e)(1).
4. Venue is proper in this District under 29 U.S.C. § 1132(e)(2).
5. Plaintiff brings suit under the civil enforcement provisions of the Employee Retirement Income Security Act of 1974 (“ERISA”), specifically including 29 U.S.C. § 1132 (a)(1)(B). Plaintiff seeks to recover benefits due to him under an employee welfare benefit Plan (“the Plan”) to enforce his rights under the terms of the Plan, to clarify his rights to future benefits under the terms of the Plan, and to obtain other appropriate equitable relief.
6. Plaintiff worked as an Equipment Operator for Witron Integrated Logistics, Inc. in 2014, when he suffered an injury. Through his employment, Plaintiff was insured for disability income benefits by a group insurance policy (“the policy”) issued by Guardian to Witron Integrated Logistics, Inc. The policy provides benefits as part of the Plan.
7. As a result of his 2014 injury, Plaintiff became Disabled under the terms of the policy. Plaintiff properly submitted a claim to Guardian, identified as claim number 70183, which was initially approved.
8. After his claim was approved, Guardian requested that Plaintiff apply for Social Security Disability Insurance benefits. The Social Security Administration found

Plaintiff to be disabled, as defined in the Social Security Act, since May 10, 2014.

10. Plaintiff has been continuously Disabled under the terms of the Guardian policy at all times material to this suit. Nevertheless, Guardian denied Plaintiff's claim on April 21, 2020.
11. Plaintiff properly appealed to Guardian, the designated fiduciary of the Plan, but Guardian denied Plaintiff's final appeal on February 3, 2022.
12. Plaintiff has exhausted all administrative remedies available to him under the Plan. All conditions precedent to this cause of action have been met or have occurred.
13. The policy in this case does not lawfully delegate discretionary authority to Guardian since it was issued in Illinois and used in Texas. Any grant of discretionary authority in the policy is voided by Illinois law and by Texas law. Guardian's benefit determinations are therefore subject to *de novo* review.

WHEREFORE, Plaintiff prays that Defendant be cited to appear herein and answer and that on final hearing, he has judgment against Defendant for his damages, plus pre-judgment and post-judgment legal interest, for costs of suit, for reasonable attorney's fees and expenses incurred and that Plaintiff have a clarification of his right to receive future benefits under the policy, to which he may show himself justly entitled under the attending facts and circumstances.

Respectfully submitted,

Bemis, Roach & Reed
4100 Duval Rd.,
Bldg. 1, Ste. 200
Austin, Texas 78759
Phone: (512) 454-4000
Fax: (512) 453-6335
lonnie@brrlaw.com

By: /s/ Lonnie Roach
LONNIE ROACH
Texas State Bar No. 16967600